

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

ADAPTIX, INC.,  Plaintiff,  v.  ALCATEL-LUCENT USA, INC. and AT&T MOBILITY LLC,  Defendants.	Civil Action No. 6:12-cv-0022
ADAPTIX, INC.,  Plaintiff,  v.  ALCATEL-LUCENT USA, INC. and CELLO PARTNERSHIP d/b/a VERIZON WIRELESS,  Defendants.	Civil Action No. 6:12-cv-0122
ADAPTIX, INC.,  Plaintiff,  v.  ALCATEL-LUCENT USA, INC. and SPRINT SPECTRUM L.P.,  Defendants.	Civil Action No. 6:12-cv-0123

**PLAINTIFF ADAPTIX, INC.'S FOURTH 30(b)(6) NOTICE OF DEPOSITION OF  
ALCATEL-LUCENT USA, INC.**

**PLEASE TAKE NOTICE** that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff Adaptix, Inc. (“Adaptix”) will take the deposition of defendant Alcatel-Lucent USA, Inc. (“Alcatel”) on Tuesday, June 18, 2014, beginning at 8:30 a.m. and continuing from day-to-day until completed. The deposition will proceed at Alcatel’s corporate headquarters at 600-700 Mountain Avenue Murray Hill, New Jersey 07974, or at such other location as counsel may agree upon. The deposition will be taken under oath by a Notary Public or other person qualified to administer oaths in the State of Texas, and may be recorded by any means that the Federal Rules of Civil Procedure permit, including videotaping, audiotaping, stenographic recording, and means permitting electronic transmission of the transcript, including Livenote.

Alcatel shall identify and designate one or more officers, directors, managing agents or other knowledgeable person(s) to testify on its behalf regarding the subject matters identified in Schedule A.

Please take further notice that Alcatel must make available to all witnesses, for inspection and review during the deposition, the entirety of the source code that would show the operation of all aspects and/or elements of the instrumentalities that Adaptix has accused of infringement. The availability should include a computer screen and other devices that will allow the witnesses to review and navigate through all portions of the source code.

Please take further notice that Alcatel must make available to counsel for Adaptix and its consulting expert, who will be in attendance, a computer screen and/or other device that will allow Adaptix and its consulting expert to follow along with the source code review and accompanying questioning.

Please take further notice that with respect to any portion of the source code, you are required to produce on the noticed date a witness knowledgeable as to that portion. Thus, for example, if Alcatel's first produced witness lacks sufficient knowledge as to a particular portion of the source code, Alcatel is required to produce another, knowledgeable witness to follow the first witness.

The deposition will continue from day-to-day, Saturdays, Sunday, and holidays excepted, until complete. Prior to the deposition, Defendants shall designate in writing to Plaintiff the name(s) of the person(s) who will testify on its behalf in response to this Notice of Deposition. You are hereby invited to attend and cross-examine.

Dated: June 12, 2014

**ADAPTIX, INC.**

By:                     Paul J. Hayes                     /

Paul J. Hayes

Steven Lipman

Thomas Fulford

**HAYES, MESSINA, GILMAN & HAYES, LLC**

200 State Street, 6<sup>th</sup> Floor

Boston, MA 02109

Tel: (617) 439-4200

Fax: (617) 443-1999

Email: [phayes@hayesmessina.com](mailto:phayes@hayesmessina.com)

Email: [slipman@hayesmessina.com](mailto:slipman@hayesmessina.com)

Email: [tfulford@hayesmessina.com](mailto:tfulford@hayesmessina.com)

Craig Tadlock

Texas State Bar No. 00791766

TADLOCK LAW FIRM PLLC

2701 Dallas Parkway, Suite 360

Plano, Texas 75093

Phone: (903) 730-6789

Email: [craig@tadlocklawfirm.com](mailto:craig@tadlocklawfirm.com)

**ATTORNEYS FOR PLAINTIFF ADAPTIX, INC.**

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2014, I caused a true and correct copy of the foregoing to be served by electronic mail on the following:

/s/ Michael James Ercolini

Michael James Ercolini

Stephen Swedlow  
stephenswedlow@quinnemanuel.com

Marc Kaplan  
marckaplan@quinnemanuel.com

Dave Nelson  
davenelson@quinnemanuel.com

Brianne Straka  
briannestraka@quinnemanual.com

Quinn Emanuel Urquhart  
500 West Madison Street, Suite 2450  
Chicago, IL 60661  
Telephone: (312) 705-7400  
COUNSEL FOR DEFENDANT

**DEFINITIONS AND INSTRUCTIONS**

1. If you object to a particular topic, you are requested to state the precise grounds upon which your objection(s) rest.
2. The term "Alcatel" shall mean Alcatel-Lucent USA, Inc. and any present or former officer, director, employee, agent, attorney, or other representative acting on its behalf, and shall include any predecessor, successor, parent, controlled, or affiliated companies, and any person or company assisting by agreement or otherwise in this lawsuit, and its agents, officers, employees, representatives, and attorneys.
3. The term "the patents-in-suit" refers to U.S. Patent Nos. 6,904,283; 6,870,808; 7,573,851; 7,146,172; and 7,072,315.
4. The terms "infringe", "infringement", "infringing" and "infringed" refer to and include literal infringement, infringement under the doctrine of equivalents, contributory infringement, and infringement by inducement.
5. The term "accused product(s)" or "Alcatel LTE Products" shall mean the Alcatel 9100 Multistandard Base Station, the 9412 eNodeB Compact, the 9460 Pico (a/k/a 9426 Pico), the 9926 Distributed Base Station, the 9442 Remote Radio Head, the lightRadio 9711 Indoor Base Station for LTE, the lightRadio 9712 Outdoor Base Station for LTE, and 9760 Small Cells, including the 9764 Metro Cell Outdoor LTE and the 9768 Metro Radio Outdoor, and any and all colorable imitations thereof Alcatel has made, used, sold, offered for sale, and/or imported into the United States.
6. The terms "and" as well as "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of these topics all responses that might otherwise be construed to be outside of its scope. "Any," "all," "every," and "each" shall be construed as

inclusive or exclusive, as necessary to afford the broadest and most comprehensive possible scope to the topics containing such terms.

7. The term "3GPP LTE Specifications" refers to the LTE specifications that the 3rd Generation Partnership Project promulgated in connection with Release 8 and/or later releases.
8. The term "Source Code" shall mean any and all text listing of commands compiled or to be compiled into an executable program, and/or showing the operation and capabilities of any and all aspects and/or elements of the Accused Products, including without limitation all hardware, firmware and/or software associated with the Accused Products.
9. The term "software" shall mean any programs and/or routines for controlling the functions and/or directing the operations of any aspect(s) of the Accused Products.
10. The term "firmware" shall mean any fixed form of software programmed into a read-only memory unit.
11. The term "hardware" shall mean any physical equipment associated with the Accused Products.

**SCHEDULE A – TOPICS FOR DEPOSITION**

1. The build of FPGA A, FPGA B, and FPGA C, including any and all HDL, constraints files, project files and core files.

2. The ALU downlink scheduler, which is the code that assigns resources to UEs in the downlink direction (from the eNB to the UE). This code includes any and all references to:

- o Frequency Selective Scheduling (FSS);
- o Frequency Diverse Scheduling (FDS);
- o Round Robin Scheduling;
- o Proportional Fair Scheduling;
- o Weighted Scheduling;
- o Scheduling Elements;
- o Quality of Service (QoS);
- o QoS Class Identifier (QCI);
- o Guaranteed Bit Rate (GBR);
- o Minimum Bit Rate (MBR); and
- o Preferred Subbands.

3. The ALU uplink scheduler, which is the code that assigns resources to UEs in the uplink direction (from the UE to the eNB):

- o Frequency Selective Scheduling (FSS);
- o Frequency Diverse Scheduling (FDS);

- o Round Robin Scheduling;
- o Weighted Scheduling;
- o Scheduling Elements;
- o Quality of Service (QoS);
- o QoS Class Identifier (QCI);
- o Guaranteed Bit Rate (GBR);
- o Minimum Bit Rate (MBR);
- o Preferred Subbands; and
- o Priority Measuring.

4. All ALU source code related to the measurement of downlink channel parameters, which includes any and all references to:

- o Channel Quality Indication (CQI);
- o Rank Indicator (RI);
- o Precoding Matrix Indicator (PMI); and
- o Signal to Interference plus Noise Ratio (SINR) and any variants thereof.

5. All ALU source code related to the reporting of channel quality, which includes any and all references to:

- o Reporting Mode 1-0;
- o Reporting Mode 1-1;
- o Reporting Mode 1-2;
- o Reporting Mode 2-0;



- o Reporting Mode 2-1;
- o Reporting Mode 2-2;
- o Reporting Mode 3-0;
- o Reporting Mode 3-1; and
- o Channel State Information (CSI).

6. All ALU source code related to the transmission of data to the UE, which includes any and all references to:

- o Transmission Modes 1,2,3,4,5,6,7,8, or 9;
- o Transmission Scheme;
- o Transmit Diversity;
- o Open Loop Spatial Multiplexing;
- o Closed Loop Spatial Multiplexing;
- o MIMO;
- o Antenna port;
- o Switching of transmission scheme or switching of transmission mode; and
- o Codewords, Layers or Rank.

7. All ALU source code related to the signaling of downlink control information to the UE, which includes any and all references to:

- o DCI Formats 0,1,1A, 1B, 1C, 1D, 2, 2A, 2B, 2C, 3, 3A, or 4; and
- o Resource Allocation types 0, 1, or 2.

8. All ALU source code related to user, UE, or subscriber states.
9. All ALU source related to turbo coding or Parallel Concatenated Convolutional Code (PCCC).
10. All ALU source code related to antenna usage, which includes any and all references to:
  - o Antenna ports;
  - o MIMO;
  - o CPRI;
  - o Layer mapping;
  - o Rank; and
  - o Codewords.
11. All ALU source code related to Inter-cell Interference Cancellation (ICIC), which includes any and all references to:
  - o X2 Interface;
  - o Relative Narrowband Transmit Power (RNTP);
  - o Overload Indicator (OI); and
  - o High Interference Indicator (HII).
12. The different versions and configurations of Source Code ALU sells, licenses or otherwise provides to each carrier, broken down by base and optional features for each of the Accused Products.

13. The different versions and configurations of software, firmware and/or hardware ALU sells, licenses, or otherwise provides to each carrier, broken down by base and optional features of such software, firmware and/or hardware for each of the Accused Products.

14. The technical and/or economic advantages associated with ALU's selling, licensing and/or otherwise providing different versions of Source Code specific to particular carriers.